

Attachment 3

Easement Granted by Lake Washington Limited Partnership

**DRAINAGE and SEWER EASEMENT**

Reference #s of Documents Released or Assigned:..... none  
Grantor:..... Lake Washington Limited Partnership,  
a Washington Limited Partnership  
Grantee:..... City of Seattle  
Legal Description (abbreviated):..... Ptn GL 3, Sec 35, Twp 24N, Rge 4E,  
King County  
Assessor's Tax Parcel ID#:..... 352404-9015  
RW# 2012-021-001

THIS EASEMENT granted this 6<sup>th</sup> day of JUNE, 2013, by **Lake Washington Limited Partnership, a Washington Limited Partnership**, hereinafter called "Grantor," to the **CITY OF SEATTLE**, a municipal corporation of the State of Washington, acting through and by Seattle Public Utilities, hereinafter called the "Grantee."

WITNESSETH: Said Grantor for and in consideration of the benefits herein between Grantor and Grantee, and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey, and warrant to the Grantee an easement for the purposes of modifications, inspection, alteration, operation, improvement, maintenance, repair and replacement of the sewer pipe and appurtenances ("Facilities") over, under, through, across and upon the real property in Seattle, King County, Washington described in Exhibit A ("Easement Area") and as shown on the map in Exhibit B, a copy of which is attached and incorporated herein.

The Grantee shall have the right at such time as may in its sole determination be necessary, to enter upon the Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Prior to commencing such work, Grantee shall give five-days written notice of its intent to enter therein, unless the need for entry arises out of an emergency condition affecting or potentially affecting Grantee's improvements, in which event, notice shall be given to Grantor by a means calculated by

Grantee to provide sufficient notice. Any work within the Easement Area shall be accomplished in such a manner that the private improvements existing in said Easement Area shall not be damaged, or in the event that they are damaged, Grantee shall repair such damage to a condition as nearly similar as possible as the conditions existing immediately prior to the damage.

Grantor hereby agrees that, with the exception of sidewalks, no buildings, other permanent structures, trees, fill or obstructions of any kind, shall be constructed, planted or permitted to remain within the boundaries of said Easement Area without prior written permission of the Director of Seattle Public Utilities (or the Director's designee), or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by the Director of Seattle Public Utilities (or their designee).

Grantor also hereby agrees that no other utility facilities, such as conduits, cables, pipelines, vaults, meters, poles or posts, whether public or private, other than those approved in the Plans, will be installed within the boundaries of said Easement Area unless Grantor shall have submitted the plans for the same to Seattle Public Utilities for its review and written approval.

Grantor, its successors, assigns, lessees, sub-lessees, tenants, and sub-tenants, shall have the right to use the Easement Area in any way and for any other legal purpose that is not inconsistent with the rights herein granted to Grantee.

Grantor waives any present or future claim against the Grantee relating to hazardous substances, pollutants, or contaminants within the Easement Area, and shall indemnify and defend the Grantee from any such claim, including enforcement action by a regulatory agency, unless the hazardous substances, pollutants or contaminants result from the Grantee's operations.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

Dated this 6<sup>th</sup> day of June, 2013.

**GENERAL PARTNER:**

Lake Washington Apartments, LLC  
By: Southeast Effective Development, Manager

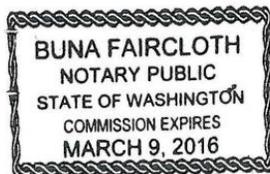
By: *Lance Matteson*  
Lance Matteson  
Its: Executive Director

Date: 6-3-13

STATE OF Washington )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Lance Matteson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ (title) of \_\_\_\_\_ in the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of June, 2013



*Buna Faircloth*  
Name (Print) Buna Faircloth

NOTARY PUBLIC in and for the  
State of Washington

residing at Seattle

My appointment expires March 9, 2016



### CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_

\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me  
on this 3<sup>rd</sup> day of June, 2013,  
by \_\_\_\_\_  
Date Month Year

(1) Michael Barker  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) ✓

(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me)

Signature Erin Manning Cunningham  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2

Top of thumb here

Exhibit A

PERMANENT EASEMENT DESCRIPTION  
PARCEL 3524049015

THAT PORTION OF GOVERNMENT LOT 3, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 52<sup>ND</sup> AVENUE SOUTH BEING 30 FEET EASTERLY OF THE MONUMENTED CENTERLINE WITH THE SOUTH MARGIN OF SOUTH HENDERSON STREET BEING 40 FEET SOUTHERLY OF THE MONUMENTED CENTERLINE;

THENCE S 88° 41' 40" E ALONG SAID SOUTH MARGIN A DISTANCE OF 504.06 FEET TO A POINT 120 FEET WEST OF THE WESTERLY MARGIN OF SEWARD PARK AVENUE SOUTH;

THENCE S 01° 33' 45" E PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 3.50 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 57.14 FEET;

THENCE N 01° 18' 20" E A DISTANCE OF 1.50 FEET;

THENCE N 88° 41' 40" W A DISTANCE OF 447.09 FEET TO THE EASTERLY MARGIN OF 52<sup>ND</sup> AVENUE SOUTH;

THENCE N 01° 18' 20" E ALONG SAID EASTERLY MARGIN A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,094 SQ. FT., MORE OR LESS.

Exhibit B

